MYSORE FOREST DIVISION.

RE-SALE OF TIMBER.

Abstract Notification, dated 24th February 1931.

The attention of the public is invited to the detailed Notification regarding re-sale of timber in certain depots of the District published on pages 236—238, Part VI of the *Mysore Gazette*, dated 5th March 1931.

Abstract Notification dated 6th March 1931.

The attention of the intending purchasers of timber and sawn materials is invited to the notification published in detail in the *Mysore Gazette*, dated 12th March 1931, Part VI, page 263 in the Mysore Wood Yard of this division.

Abstract Notification dated 6th March 1931.

The attention of the public is invited to the Timber Re-sale Notification dated 6th March 1931, published in the *Mysore Gazette*, dated 13th March 1931, Part VI, page 282 in the Mysore Wood Yard of this division.

H. S. NARAYANA RAO,
District Forest Officer.

OFFICE OF THE ASSISTANT CONSERVATOR OF FORESTS, HASSAN DISTRICT.

Resale Notification dated 12th March 1931.

It is hereby notified for general information that the exclusive right of collecting the Minor Forest Produce on all Government unoccupied lands, Amrut Mahal Kavels, State Forests, Reserved Lands and Plantations from the date of confirmation of the sale to 30th June 1932, will be sold talukwar by public auction on the dates and at the places specified below at the risk of the original lessees.

Taluk comprised	Place of sale	Date of sale	Officer conducting the sale
HASSAN DISTRICT			
1. Manjarabad Taluk ... 2. Hassan ... *3. Arsikere ... 4. Channarayapatna .. 5. Hole-Narsipur .. 6. Belur ...	District Forest Office, Hassan.	4th April 1931 ...	* Deputy Commissioner or any other officer deputed by him with the help of the concerned District Forest Officer.

REMARKS.—Excludes the produce of inam, jodi, kayamgutta, sarvamanya, kandayam and other lands, which are in the occupancy of private individuals as well as village "Amarayi" which is sold separately by the Amildar in the Revenue Department.

Village amarayi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gevtana and other lands set apart for communal purposes :—

1. Hunse, 2. Mavu, 3. Seege, 4. Cocoanut, 5. Hippe, 6. Neralu, 7. Halasu, 8. Jali, 9. Honge seeds and leaves, 10. Byala.

N.B.—(1) The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of produce.

Tamarind fruit	Kan cardamom	Chilladabija
Seege kayi	Nirasani buds	Chagachebija
Gum	Halmaddi	Guggala
Honey	Hulgal seeds	Nim seeds
Bees-wax	Chinnamon seeds	Cashewnut
Kapilarang	Vetchuli	Pappalichakke
Gerubija or marking nut	Bende fibre	Hippe seeds
Wood apple	Wild olive	Mango fruits
Lichens	Silk cotton	Kailuhuvu
Maradipoppu or charpoppu	Kirichal (State Forest)	Makliberu (State Forest)
Horns	Pith	Sogadeberu do
Hides	Linseed	Kakkekayi
Tarikayi	Bolar bark	Somechekke
Kanchugache	Pot stone	Lebi fruit
Gallnut	Rampatre or kanpatre	Inglara
Antavaludakai	Jungle saffron	Nili seeds
	Dalgaras	Nuxvomica

1. The auction will commence at 2 P.M., and if it is not concluded on the same day it will be continued on the next following day at the same hour.

2. Defaulters on account of previous leases will not be permitted to bid.

3. No person will be allowed to bid unless he (i) produces a certificate from the Amildar of the Taluk in which he resides in regard to his solvency and its extent, or an exchange certificate as provided in clause 5 and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

4. The highest bidder shall deliver his solvency certificate to the officer conducting the sale, and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

5. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests and the Conservator of Forests, Shimoga, who, at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

6. The successful bidders shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the District. In default, the deposit will be forfeited and the right resold. Such re-sales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government right but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

7. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

8. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer, on a stamped paper of proper value, procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, at the defaulter being liable for any deficit, in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the Deputy Commissioner and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

9. The balance of three-fourths of sale amount will be paid within 15 days from the date of receipt of confirmation order.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law in force for the time being.

Further conditions to be entered in the agreement are—

(a) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(b) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(c) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(d) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(e) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a ranger having jurisdiction within the area referring to the lease, and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(f) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart-loads of the produce collected and carted during the month.

(g) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer, through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest forms 84 and 85 shall be used.

(h) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(i) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1932, all the produce collected and stored under the terms of this lease.

(j) Neither the lessee nor sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(k) No collection of the minor forest produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(l) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(m) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village Amarai as detailed in para 1 above.

(n) No damage will be caused to the trees while collecting the minor forest produce any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(o) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

10. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Conservator of Forests, Shimoga, or the Chief Conservator of Forests, as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

SALE OF GALLNUT.

Notification dated 12th March 1931.

The undermentioned quantities of Arsikere Gallnut will be sold by public auction under the following conditions at the following Depot by the District Forest Officer, Hassan Division, or any Gazetted Officer deputed by him for the purpose (from 2 P.M. to 5 P.M.), on the date and place noted against :—

Sl. No.	Name of depot	Description of timber	Quantity	Date and place of sale	Remarks
1	Arsikere ...	Gallnut ...	4,000	Arsikere, 15th	The whole quantity

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of products in small quantities full value thereof, will be accepted, if tendered on the spot and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale, may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale, can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the produce is knocked down to him, the successful bidder shall sign his name opposite the quantity bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such produce and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests, Shimoga.

5. After conclusion of the sale, each purchaser shall pay 25 per cent of the amount in cash including the original deposit to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-fourth value. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the produce purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold produce and the amount still due from him will be recovered as arrears of Land Revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded.

7. The full value of all products purchased shall be paid for within eight days after the date of the notice of confirmation of the sale. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

No extension of time will be given for the payment of any amount, but if any amount is permitted to be paid after the due date interest will be charged therein at 9 per cent per annum.

8. If the amount is not fully paid for by the purchaser before the dates fixed above the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the product not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-fourth value in clause 5 *supra*.

9. No produce shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the product is knocked down to him at the time of sale, excluding the 25 per cent deposit paid for the lot at the time of the sale; and no produce shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot.

10. Product purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 30 days after the dates fixed in clause 7 *supra*. Products not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the product is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of product purchased has been paid for and the product fully removed.

MAHOMED PIR,
District Forest Officer.